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Montgomery County Board of Education and Montgomery County Council of Supporting Services Employees (1977)

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Montgomery County Board of Education and Montgomery County Council of Supporting Services Employees (1977)

Keywords

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Comments

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AGREEMENT

between

**Montgomery County Council
of**

**Supporting Services
Employees**

and

**Board of Education of
Montgomery County**

for the

School Years 1977-80

Rockville, Maryland

X-6-30-80

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DEFINITIONS

The following list of terms will be used frequently in the Agreement and when they are used will refer to the definition described below unless otherwise stipulated.

1. **Board** — The Montgomery County Board of Education
2. **MCCSSE or Council** — The Montgomery County Council of Supporting Services Employees
3. **Bargaining Unit** — All permanent and conditional supporting services employees who have attained permanent status employed by the Board except those excluded by the Board of Education as supervisors, security employees, and confidential employees
4. **Unit member** — An employee of the Board of Education who is a member of the bargaining unit
5. **Superintendent** — The Superintendent of the Montgomery County Public Schools or his designee
6. **MCPS** — The Montgomery County Public Schools
7. **School year** — The same as the fiscal year (period beginning July 1 of a calendar year and ending June 30 of the following calendar year) of the Montgomery County Board of Education

ARTICLE I PURPOSE

It is the purpose of this Agreement to promote and foster constructive labor-management relations in the Montgomery County Public School system.

To continue this constructive relationship, a joint Labor/Management Committee will be established as a forum for the discussion of problems of mutual concern between the parties.

ARTICLE II RECOGNITION

- A. The Montgomery County Board of Education recognizes the Montgomery County Council of Supporting Services Employees, Inc., as the exclusive bargaining representative for all employees in the bargaining unit on all matters relating to wages, hours, and other working conditions.
- B. The bargaining unit is composed of all permanent and conditional supporting services employees who have attained permanent status except supervisory, security employees, and confidential employees.
- C. The Board of Education, in negotiation with MCCSSE, will determine which employees are to be excluded from the bargaining unit as supervisors, security employees, and confidential employees.

ARTICLE III

EMPLOYEE BARGAINING UNIT DEFINED

- A. All positions within the bargaining unit shall be either permanent or conditional.
- B. 1. **Permanent Position**
- A permanent position is one which has been established by the Board with the anticipation that it will be necessary to maintain the existence of such position indefinitely on a continuous year-round or school-year basis.
2. **Conditional Position**
- A conditional position is one established by the Board for the period of time that monies are available in whole or in part from the United States Government, a private organization, a foundation, a revenue-producing source, or an individual for use in special research or other long-term projects. This position shall be automatically abolished when no longer needed or when funds are no longer made available.
3. **Full-time and Part-time Positions**
- Permanent and conditional positions may be either full-time or part-time. A full-time position is one requiring no less than twenty (20) work hours per week. A part-time position is one requiring less than twenty (20) work hours per week.
- C. 1. **Definition of a Temporary Position** — A temporary position is one not continuous in nature and established for a period normally not to exceed six (6) months.
2. A temporary position which has been extended or reestablished more than one time for periods totaling twelve (12) months within a consecutive thirty (30) month period will be considered by the Board of Education for inclusion in the budget as a permanent position.

ARTICLE IV

RIGHTS OF THE MONTGOMERY COUNTY BOARD OF EDUCATION

The Montgomery County Board of Education retains and reserves to itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board and the Superintendent by the laws and the constitution of the State of Maryland; and subject to existing law, the Board, the Superintendent or his designees, shall continue to exercise all customary rights, including, but not limited to, the right to:

1. Direct the work of employees and evaluate their performance.
2. Hire, promote, transfer, assign, and retain employees in positions.
3. Suspend, demote, discharge, or take other disciplinary action against employees for proper cause.

4. Maintain the efficiency of the school system's operation.
5. Determine the methods, means, equipment, and numbers of personnel by which operations are to be conducted.
6. Relieve employees from duties because of lack of work or for other legitimate reasons.
7. Determine the goals and mission of the school system and take whatever action as may be necessary to carry these out in cases of emergencies.
8. Establish a pay plan and determine the duties to be included in job classification and to classify and reclassify positions within that pay plan.
9. Assign overtime and to determine that amount of overtime required.
10. Conduct and grade promotional examinations and to rate candidates in the order of their relative excellence.

ARTICLE V

NEGOTIATIONS PROCEDURES

- A. During the month of September of each fiscal year in which the Council is recognized and in which an agreement will expire the following June 30, the parties will meet to establish negotiation procedures.
- B. By October 1 of the calendar year prior to the expiration date of an agreement, MCCSSE will present its positions and demands for a new agreement. No later than October 15 of that year and at the direction of the Superintendent of Schools, representatives of the Board of Education will meet with MCCSSE at a mutually agreeable time and place to consider and reply to the demands.
- C. A chief spokesperson will be appointed by each party; discussion by other members of each team will be first cleared through the chief spokesperson.
- D. The parties, numbering no more than twelve (12) from each team, excluding observers and consultants, will meet at mutually agreed upon times.
- E. The parties agree to consult in advance about the general and specific content of all press and public communications dealing with the directions and accomplishments of the teams that might be released from time to time by the parties either jointly or independently. Every effort will be made to provide full information to the public with the exception that in order to maintain the integrity of the negotiations process, the specific content of any given proposal or counterproposal will not be divulged.
- F. Generally, meetings shall be held at a central office facility. If meetings are held at a neutral facility that requires payment for the use of that facility, the parties shall equally share the cost. Neutral facilities must be acceptable to both parties.

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- G. An impasse shall exist if the parties have not reached agreement by December 31.
- H. Should either party suggest an impasse, the procedures as provided for in Article 77, Section 160A, of the Annotated Code of Maryland relating to impasse will be followed. In the event that the parties are unable to agree upon a third party, as required, the parties agree to submit their impasse to the American Arbitration Association for assistance in the selection of a third party.
- I. The cost for the services of the third party shall be borne equally by the Board of Education and the Council.
- J. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- K. All items agreed upon in negotiations must be reduced to writing and certified by the chief negotiators of both teams. Each party must complete the negotiated proposals through ratification by its organizational authority. Any negotiated provision requiring action of the county fiscal authority shall not become effective until the required action is taken. Any and all of the negotiated agreement is subject to the existing laws of the State of Maryland.
- L. The Montgomery County Board of Education shall render the final determination as to all matters which have been the subject of negotiation.
- M. If the Montgomery County Council, in the exercise of its fiscal authority under the law, reduces the budget recommendations of the Board of Education, and such action makes it necessary for the Board to reduce one or more items that have been negotiated, such items and all other negotiated items that are dependent upon budget funding shall be subject to renegotiation, prior to making the final determination in accordance with the timetable and procedure to be established by the State Board of Education.

ARTICLE VI GRIEVANCE PROCEDURE

A. Definitions

- 1. "Grievance" means a claim by one party that the other party has violated this Agreement.
- 2. "Grievant" means the person making the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may occur in the administration of this Agreement. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
 2. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate members of the administration. Such grievance may be adjusted without intervention of the Council, providing that the adjustment is not inconsistent with the terms of this Agreement.
 3. No grievance shall be initiated more than ten (10) duty days after the cause has occurred or should have been discovered.
 4. A grievance shall be automatically waived and shall not be subject to further discussion or appeal if the grievant does not process it within any of the stated time limits. Such time limits may only be extended by mutual agreement between the parties.
- C. A covered unit member will first discuss his/her grievance with his/her immediate supervisor. Both parties will make efforts to solve the grievance at this informal level.

D. Step One

If the grievance cannot be solved at the informal level, the unit member then submits the grievance to his/her principal or appropriate director in writing within ten (10) duty days after the grievance arises. If the principal or appropriate director does not satisfy it within five (5) duty days from receipt of the written grievance, the grievance may be processed to Step Two.

Step Two

If the grievant is not satisfied with the disposition in Step One, he/she may file his/her grievance in writing with the chairperson of the MCCSSE Grievance Committee within five (5) duty days. The MCCSSE Committee, within five (5) duty days from such filing, shall meet and counsel the grievant on the merits of the grievance and if the committee deems it to be meritorious, forward the grievance to the appropriate area assistant superintendent or appropriate associate superintendent. If the grievance is referred within the time limits, the appropriate area assistant superintendent or appropriate associate superintendent shall have five (5) duty days to respond to the grievant.

Step Three

1. If the grievant is not satisfied with the disposition in Step Two, he/she may again file his/her grievance in writing with the chairperson of the MCCSSE Grievance Committee within five (5) duty days. Within five (5) duty days from such filing, the committee shall meet and counsel the grievant and if the committee deems it to

be meritorious, forward the grievance to the Superintendent. If the grievance is referred within the time limits, the Superintendent shall have ten (10) duty days to respond to the grievant.

2. A grievance may be filed for a group of unit members at Step Three if the chairperson of the MCCSSE Grievance Committee and the director of association relations agree that the authority to resolve the grievance does not exist at Step One or Step Two.

Step Four — Arbitration

1. If the grievant is not satisfied with the disposition of the grievance made by the Superintendent, he/she may again file it in writing with the chairperson of the MCCSSE Grievance Committee within five (5) duty days for that committee's decision on whether or not the grievance shall be submitted to arbitration.
2. Arbitration may be initiated by the grieving party by serving notice upon the other party requesting arbitration within fifteen (15) duty days and setting forth the precise question it proposes to arbitrate and the section of the Agreement violated and a description of the action taken that initiated the grievance. The receiving party will acknowledge his/her agreement with the submission to arbitration statement by affixing his/her signature to the submission form within five (5) duty days and returning the form to the grieving party. If the receiving party does not agree with the submission to arbitration statement, he/she will so indicate this disagreement, sign the form and return it to the grieving party within five (5) duty days. If disagreement exists on the submission statement, the arbitrator must first frame the issue before proceeding with the merits of the case.
3. The grieving party may submit the matter to arbitration within five (5) duty days of the return of the submission statement form. The Superintendent and the MCCSSE Grievance Committee will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for arbitration shall be sent to the American Arbitration Association and a list of arbitrators requested. A copy of the demand shall be sent to the other party. The parties will then be bound by the rules and procedures of the American Arbitration Association as they apply to the selection of an arbitrator.
4. The arbitrator shall have no power to add to, subtract, or modify any terms of this Agreement. The arbitrator shall not accept issues or evidence not presented during the grievance procedure. The arbitrator will make his/her recommendations to the parties within ten (10) days after the close of any hearings held. The arbitrator shall be without power or authority to make any recommendations beyond the terms of this Agreement. The recommendations of the arbitrator shall be binding to the parties.
5. The expense of the arbitrator shall be borne equally by the parties.

E. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.
2. All decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to both parties.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent after consultation with the MCCSSE, and will be given appropriate distribution so as to facilitate operation of the grievance procedure.
4. Both parties shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a hearing is held.
5. The administrative complaint procedure currently in use to process and resolve unit member complaints pertaining to matters not covered by this Agreement shall be continued. This process will not be followed by the grievance procedure where the Superintendent has rendered his final decision at Level III.

F. Employee Rights

1. No reprisals of any kind shall be taken by any party involved in the grievance procedure.
2. A representative of MCCSSE or anyone else the unit member selects may represent the unit member in this grievance procedure.
3. Nothing in this grievance procedure shall limit the rights of any unit member to discuss any complaint, problem, or matter of dissatisfaction with any appropriate administrator without representation or the intervention of any organization.
4. Meetings and hearings shall be scheduled at such times as to assure no disruption of school system business.

ARTICLE VII WAGES

- A. Unit members shall be compensated at the appropriate rate provided by this Agreement for all authorized or approved time worked on official duties.
- B.
 1. Longevity increases shall be provided on completion of ten (10), fourteen (14), and eighteen (18) years of creditable service.
 2. The amount of each longevity salary increment shall be a one-step increase on the Supporting Services Pay Schedule.

3. A longevity salary increment shall be effective the first day of the pay period in which the unit member completes ten (10), fourteen (14), and eighteen (18) years of creditable service.
 4. Creditable service for computing eligibility for longevity salary increments shall include all permanent and conditional employment within MCPS, Montgomery College, and such service within the Montgomery County Government as is certified by the county personnel officer as qualifying toward longevity under the county personnel regulations. Creditable MCPS service shall also include all authorized leave with pay, authorized leave without pay for military service or self-improvement, the period of temporary employment if it is followed by a permanent appointment, and the time a permanent unit member is on approved disability leave. In computing the sum for such service, no credit shall be given for any month in which a unit member was employed fewer than fifteen (15) calendar days.
- C. 1. A permanent or conditional unit member shall be eligible each year for a one-step salary increment. Such salary increments may be awarded annually until a unit member reaches the top pay step (not including longevity) of the pay grade to which his/her position is assigned.
2. a) Incremental movement on the Supporting Services Pay Schedule is based on the satisfactory performance of each unit member as recorded on the appropriate form by the appropriate supervisor at the evaluation conference. Wage increments are effected on the first day of the pay period in which the anniversary date falls.
 - b) Whenever a unit member is permanently assigned to a position which has a higher salary range than the one he/she holds, the effective date of the change shall become his/her new anniversary date.
3. A fully qualified unit member who is promoted or otherwise assigned to a higher grade position shall be assigned at the lowest step of such higher grade which exceeds his/her existing step by two steps; however, if there is no step in the higher grade which exceeds his/her existing step by two steps, the unit member will be placed at the top step of the grade.
 4. **Notification of Salary Increment Delay** — When a salary increment is delayed, the affected unit member shall be notified in writing at least two (2) weeks in advance of the increment date and shall be given the reasons for the action. A copy of the completed unit member evaluation form which is given to the unit member at the time the unit member signed the evaluation form shall be considered notification.

D. Shift Assignment and Differential Pay

1. Shift differential pay means the amount paid over and above the basic hourly straight time rate.

2. **Eligibility** — Each eight-hour unit member is eligible for shift differential pay, if the unit member is assigned to all of the following:
 - a) A permanent or conditional position
 - b) The second or third shift
 - c) A full eight-hour shift
 - d) A position classification approved by the Superintendent for shift differential payment
3. **Designation of Shift Starting Time and Appropriate Shift Differential Rates** — The starting time and rate of shift differential pay for the shifts are listed below. A unit member assigned to any shift:
 - a) Starting at 2 p.m. or later and before 10 p.m. is eligible to receive 5 percent differential pay in addition to his/her base rate of pay.
 - b) Starting at 10 p.m. or later and before 6 a.m. is eligible to receive 7.5 percent differential pay in addition to his/her base rate of pay.

MONTGOMERY COUNTY PUBLIC SCHOOLS
Supporting Services Personnel

GENERAL PAY SCHEDULE
(Effective July 1, 1977)

Pay Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Hourly Rate	Annual Equiv. Rate
1	\$ 3.25	\$ 3.37	\$ 3.51	\$ 3.65	\$ 3.80	\$ 3.95	\$ 4.12	\$ 3.25	\$ 6,760
2	3.37	3.51	3.65	3.80	3.95	4.12	4.29	3.37	7,009
3	3.51	3.65	3.80	3.95	4.12	4.29	4.46	3.51	7,300
4	3.65	3.80	3.95	4.12	4.29	4.46	4.64	3.65	7,592
5	3.80	3.95	4.12	4.29	4.46	4.64	4.84	3.80	7,904
6	3.95	4.12	4.29	4.46	4.64	4.84	5.04	3.95	8,216
7	4.12	4.29	4.46	4.64	4.84	5.04	5.26	4.12	8,569
8	4.29	4.46	4.64	4.84	5.04	5.26	5.48	4.29	8,923
9	4.46	4.64	4.84	5.04	5.26	5.48	5.72	4.46	9,276
10	4.64	4.84	5.04	5.26	5.48	5.72	5.99	4.64	9,651
11	4.84	5.04	5.26	5.48	5.72	5.99	6.29	4.84	10,067
12	5.04	5.26	5.48	5.72	5.99	6.29	6.62	5.04	10,483
13	5.26	5.48	5.72	5.99	6.29	6.62	6.93	5.26	10,940
14	5.48	5.72	5.99	6.29	6.62	6.93	7.28	5.48	11,398
15	5.72	5.99	6.29	6.62	6.93	7.28	7.65	5.72	11,897
16	5.99	6.29	6.62	6.93	7.28	7.65	8.02	5.99	12,459
17	6.29	6.62	6.93	7.28	7.65	8.02	8.43	6.29	13,083
18	6.62	6.93	7.28	7.65	8.02	8.43	8.84	6.62	13,769
19	6.93	7.28	7.65	8.02	8.43	8.84	9.29	6.93	14,414
20	7.28	7.65	8.02	8.43	8.84	9.29	9.76	7.28	15,142
21	7.65	8.02	8.43	8.84	9.29	9.76	10.24	7.65	15,912
22	8.02	8.43	8.84	9.29	9.76	10.24	10.71	8.02	16,681
23	8.43	8.84	9.29	9.76	10.24	10.71	11.22	8.43	17,534
24	8.84	9.29	9.76	10.24	10.71	11.22	11.75	8.84	18,387
25	9.29	9.76	10.24	10.71	11.22	11.75	12.30	9.29	19,323
26	9.76	10.24	10.71	11.22	11.75	12.30	12.87	9.76	20,300
27	10.24	10.71	11.22	11.75	12.30	12.87	13.48	10.24	21,299
28	10.71	11.22	11.75	12.30	12.87	13.48	14.12	10.71	22,276
29	11.22	11.75	12.30	12.87	13.48	14.12	14.80	11.22	23,337
30	11.75	12.30	12.87	13.48	14.12	14.80	15.51	11.75	24,440
								12.30	25,584
								12.87	26,769
								13.48	28,038
								14.12	29,369
								14.80	30,784
								15.51	32,260

*Based on 2,080 hours.

ARTICLE VIII OVERTIME

- A. Unit members covered by this Agreement who are not exempted from payment for overtime under provisions of the Fair Labor Standards Act as executive, administrative, or professional employees, and who are required or authorized to work by an appropriate supervisor in excess of eight (8) hours in a day or forty (40) hours in a regularly scheduled work week shall be paid at one and one-half (1½) times the unit member's regular rate of pay.

B. Overtime Assignments

1. MCPS has the right to assign overtime.
2. Overtime shall be distributed as equally as possible among the unit members qualified to do the work.

C. Overtime Records

Overtime records shall be maintained on each unit member and the records necessary for the processing of a grievance will be made available to the President of MCCSSE upon request.

ARTICLE IX HOLIDAY PAY

- A. **Holiday Leave** — See Article XII, Section F.

B. Payment

1. A unit member shall receive holiday pay at his/her basic hourly straight time rate for a number of hours equal to his/her regular daily scheduled hours, not to exceed eight (8) hours.
2. Holiday pay is in lieu of other paid leave to which a unit member might otherwise be entitled on a holiday.

C. Holiday on Nonwork Day

When an official Board of Education holiday falls on a unit member's regularly scheduled day off, the unit member is paid for a number of hours equal to his/her regular daily scheduled hours, not to exceed eight (8) hours.

D. Holiday Work

A unit member required to work on an official Board of Education holiday shall be paid one and one-half (1½) times the basic hourly straight time rate for each hour worked in addition to the holiday pay to which he/she is entitled.

ARTICLE X HIGHER LEVEL ASSIGNMENTS

- A. Higher level work is defined as an assignment to a ranked higher level position.
- B. A unit member assigned to higher level work for a period of twenty-seven (27) consecutive working days or more shall be paid at the higher level for all time spent on such job. A unit member's higher level rate shall be determined as if he were promoted to the position. A unit member temporarily assigned or detailed to a lower level position shall be paid at his/her own rate.
- C. An assignment made under Section B must be in writing and approved in advance.

ARTICLE XI WAGE SURVEYS

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The Board of Education through the Department of Supporting Services Personnel will continue to conduct and participate in wage surveys on an annual basis. Bench mark positions relating to occupations within the supporting services classification system will be considered. MCCSSE will appoint a representative to meet with a representative of the Department of Supporting Services Personnel in order to insure MCCSSE of input to these surveys. Findings of the surveys will be shared with MCCSSE, and MCCSSE may discuss the findings and report its position.

In addition, the Department of Supporting Services Personnel will meet with representatives of MCCSSE for the purpose of discussing the ongoing and continuing process of adjustments within the pay system.

ARTICLE XII LEAVES

The following leave regulations, compliant with the Public School Laws of Maryland and the Bylaws of the State Board of Education, apply to all unit members.

Terms used in the following sections are defined as follows:

Appropriate official — department head, principal, or immediate supervisor, depending on the unit member's position.

Duty days — those days on which the unit member is required to report for duty as determined by the school budget adopted annually by the Montgomery County Board of Education.

Immediate family — child, parent, brother, sister, husband, wife, or anyone who lives regularly in the unit member's household.

Planned program for professional leave — a program planned and approved by the university and the Superintendent that prepares the unit member for greater usefulness in his/her position or a planned program of writing, study, or travel approved by the Superintendent.

School year — the same as the fiscal year (July 1-June 30) of the Montgomery County Board of Education.

The terms creditable service, years of service, years of successful experience, length of service, and consecutive years of successful experience, as they appear in this article, mean continuous employment in the Montgomery County Public Schools.

A. **Sick Leave**

Sick leave is a designated amount of compensated leave that is to be granted to a unit member who through personal illness, injury, pregnancy, or quarantine is unable to perform the duties of his/her position. Sick leave may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on nonduty days. Sick leave may not be granted for the period of disability when monies are paid to the unit member under the Workmen's Compensation Law.

1. **Eligibility** — The provisions of sick leave apply to all unit members.
2. **Method of Computing Sick Leave** — Each full-time unit member shall accrue sick leave at the rate of one (1) day per month of assigned responsibility. Regular part-time unit members shall accrue sick leave in proportion to the time worked.
3. **Accumulation of Sick Leave** — Unused sick leave is accumulated on an unlimited basis. Unused personal leave shall be added annually to the unused sick leave account. Any unit member employed during the summer months shall be entitled to use accumulated sick leave.
4. **Advancement of Sick Leave** — At the beginning of each school year, a unit member on permanent status is advanced sick leave that will be earned during the school year. Sick leave in excess of the amount to be earned may be advanced by the Superintendent. Unit members are liable for all advanced sick leave.
5. **Extension of Sick Leave** — Upon written request of the unit member, sick leave for periods beyond the amount accrued and advanced and beyond the available annual leave may be extended at three-fourths ($\frac{3}{4}$) the current salary rate by the Board of Education upon recommendation of the Superintendent. Unit members are not liable for extended sick leave.
6. **Indebtedness of Advanced Sick Leave at Termination of Service** — A unit member, who, on termination of service with the Montgomery County Public Schools, is indebted to said system for advanced sick leave shall have the amount of such indebtedness deducted from his/her earned salary. A unit member must reimburse said system for any amount of indebtedness for advanced sick leave not covered by his/her earned salary.

7. **Disposition of Accumulated Sick Leave at Termination of Service —**
At the time of his/her termination after five (5) years of service with the Montgomery County Public Schools, any unit member who has performed his/her duties satisfactorily shall receive termination pay at his/her current salary rate for one-fourth of his/her accumulated sick leave.

8. **Procedure to be Followed in Obtaining and Using Sick Leave**

- a) A unit member shall notify the appropriate official as early as possible if he/she is unable to report for duty and at that time state the reason for absence.
- b) A unit member on sick leave shall notify the appropriate official as to the progress of his/her illness and the exact date of his/her availability for duty, as soon as it is determined, with at least one (1) day's notice.
- c) A certificate by a physician confirming the necessity for a unit member's absence due to illness, injury, or quarantine may be required by the director of supporting services personnel if the unit member uses up to and including four (4) consecutive duty days. It is mandatory if the unit member uses sick leave for five (5) or more consecutive duty days.

9. **MCCSSE Sick Leave Bank**

a) **Statement of Intent**

The purpose of the sick leave bank is to provide sick leave to contributors to the bank after their accumulated sick leave has been exhausted — and more specifically to provide such leave from the bank in cases of catastrophic illnesses.

b) **Rules**

- (1) The leave bank may be used only by the individual contributor for his or her personal illness.
- (2) The leave bank may not be used for illnesses of other members of the contributor's family.
- (3) The leave bank may not be used by the contributor to remain away from his/her position in order to assist a member of his/her family who is ill.
- (4) Only earned sick leave may be contributed to the leave bank — annual and personal leave may not be contributed.
- (5) The sick leave bank may not be used by unit members disabled by an injury covered by Workmen's Compensation.
- (6) Persons who enroll during the first open enrollment period — up to and including December 1, 1972, shall be enrolled without regard to preexisting conditions of health if they are on active duty at the time of contribution. Thereafter,

contributions can be made between July 1 and December 1 of the following year. Unit members, except for those unit members returning from extended leave and new unit members, may make contributions either thirty (30) calendar days after reassignment or upon reaching permanent status. Unit members returning from extended sick leave or disability leave will be permitted to contribute to the bank on approval of the committee.

- (7) Permanent and conditional unit members of the Montgomery County Public Schools shall be eligible to participate in the bank.
- (8) In order to draw days from the sick leave bank, unit members must contribute to the bank at the rate of one (1) day of their working hours per year for ten-month personnel, and one (1) day of their working hours per year for twelve-month personnel. Contributors must use all accumulated sick leave before applying for leave from the bank.
- (9) A contributor will lose the right to utilize the benefits of the sick leave bank only by:
 - (a) Termination or suspension of employment in MCPS.
 - (b) Cancellation of participation, which is effective only at the close of a fiscal year — June 30 of each year.
 - (c) Refusal to continue regular contributions at the beginning of each fiscal year — July 1 of each year.
 - (d) Refusal to make such additional contributions as may be required from time to time by the administering committee to prevent bankruptcy of the bank.
- (10) The existence of the sick leave bank and participation by a unit member in the bank does not negate or eliminate any other sick leave policies of the MCPS, nor does it in any way negate the rights of individual unit members who participate in the bank to other sick leave benefits.
- (11) All donations will remain in force for the fiscal year in which they are contributed, and will not be cancelled.
- (12) Unit members enrolling during the open period from July 1 through December 1 of any year will have a waiting period of six (6) months before the unit member can use the sick leave bank. New unit members joining the sick leave bank will also have a waiting period of six (6) months before the unit member can use the sick leave bank.

c) Procedures

- (1) Contributions to the bank must be made on an MCCSSE Sick Leave Bank Donation form by the individual member and shall be continued from year to year until cancelled in writing by the unit member.

- (2) The MCCSSE sick leave bank administration committee will approve all donations before they are forwarded to the MCPS Division of Payroll.
- (3) The committee will review and recommend to the MCPS Department of Supporting Services Personnel approval or denial of all requests to draw on the sick leave bank within twelve (12) working days after such request is received in the MCCSSE headquarters office.
- (4) Any unit member submitting a request to draw on the bank must have made his/her proper contributions for the fiscal year in which the request is made.
- (5) All requests to draw upon the bank must be made on the MCCSSE Sick Leave Bank Request Form.
- (6) All requests to draw upon the sick leave bank must be accompanied by a physician's statement confirming the cause of the illness or confinement made on a MCCSSE Sick Leave Bank Physician's Confirmation Form, signed by the physician.
- (7) After an applicant has drawn and used thirty (30) consecutive sick leave days (determined by his/her duty days) from the bank, he/she shall be given a medical review by a physician of the administering committee's choice, at the contributor's expense. The physician's report is to be sent directly to the committee before the committee may act upon his/her application for an extension of use of the sick leave bank. Such medical review may be eliminated by the committee if the applicant has been confined to a hospital or other medical facility through the prior thirty (30) days he/she has used the sick leave bank.
- (8) An applicant may be required to undergo a medical review by a physician of the committee's choice at any time at the member's expense.
- (9) In case a contributor has been incapacitated, his/her application may be submitted to the committee by his/her agent or member of his/her family on his/her behalf.
- (10) Leave grants from the bank, recommended by the committee, shall be made in units of no more than thirty (30) consecutive duty days for the individual applicant.
- (11) Applicants may submit requests for extension of such leave grants as their prior grants expire. Such applications shall be made on the regular request form.
- (12) In cases where the committee recommends denial of an application for use of the sick leave bank or an extension of such use, the applicant may appeal his/her request to the MCCSSE Board of Directors.

- (13) In cases where the recommendation of the committee is denied by the MCPS Department of Supporting Services Personnel, the applicant may appeal his/her request to the MCCSSE Board of Directors, who may request the Superintendent to consider the appeal.
- (14) Unit members may request all appropriate forms from the MCCSSE office by telephone.
- (15) Copies of all Sick Leave Bank Donation forms shall be marked for approval or denial by the committee. Following such action, the committee shall disperse copies of the forms to the unit member, his/her school, the MCPS Division of Payroll, and the MCCSSE office.
- (16) Copies of all Sick Leave Bank Request for Grant forms shall be marked for recommendation for approval or denial by the committee. Following such action, the committee shall disperse copies of the forms to the unit member, his/her school, the MCPS Department of Supporting Services Personnel, and the MCCSSE office.
- (17) Copies of all MCCSSE Sick Leave Bank Cancellation forms shall be approved by the committee. Following such action, the committee shall disperse copies of the forms to the unit member, his/her school, the MCPS Department of Supporting Services Personnel, and the MCCSSE office.
- (18) The MCCSSE shall maintain the records of all applications for donations, applications for withdrawals, of sick leave days, and all cancellations.
- (19) The Montgomery County Public Schools Division of Payroll shall maintain records of all unit member contributions, withdrawals, and the status of the bank.
- (20) All forms for application for participation in the bank, withdrawal of sick leave days and cancellation shall be available at the MCCSSE office and shall be sent to any unit member at his/her request.
- (21) The MCPS Division of Payroll and the MCCSSE Membership Relations Division shall provide information to the committee upon its request any data it has maintained in its files with regard to an individual unit member's use of, or investment in the MCCSSE sick leave bank.
- (22) The sick leave bank administration committee shall be responsible to the MCPS and the MCCSSE for the proper administration of the sick leave bank, the maintenance of sick leave days in the bank, the promotion of enrollment in or donations to the bank, and the submission to the MCCSSE Membership Relations Division and the MCPS Department of Supporting Services Personnel of regular month-end reports on the status of the bank.

- (23) The three-member approval committee, consisting of two (2) appointees by MCCSSE and one (1) appointee by MCPS, shall have the responsibility of reviewing contributor requests, verifying the validity of requests, recommending approval or denial of the request, and communicating its recommendation to the unit member and the Department of Supporting Services Personnel. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval by the Superintendent and MCCSSE.
- (24) The Department of Supporting Services Personnel will receive and review the recommended grants from the bank. If the grants from the bank are consistent with MCPS leave policies, the Department of Supporting Services Personnel will approve these bank grants to be paid by MCPS and forward same to the Division of Payroll. In all cases where the decisions of the Department of Supporting Services Personnel do not concur with the approval committee, the Department of Supporting Services Personnel shall explain in full the reasons for such a difference of opinion.
- (25) The bank can be used on the first scheduled duty day of the contributing unit member immediately following the six-month waiting period. The maximum number of duty days that can be granted in any one fiscal year will be the remaining number of duty days a unit member is scheduled to work. In no case will the granting of leave from the bank cause a unit member to receive more than his/her annual salary.
- (26) Bank grants will not automatically be carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the approval committee and the Department of Supporting Services Personnel each school year.
- (27) If a contributor does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.
- (28) These rules and procedures are to be reviewed annually by representatives of MCCSSE and MCPS for necessary revision.

B. Leave Without Pay, Personal Illness, or Family Illness

On the Superintendent's recommendation, the Board of Education may grant a leave of absence without pay to a unit member when that unit member or a member of his/her immediate family is ill. The leave shall be for definite periods, such as a semester or school year, and shall not exceed one (1) year. Applications for leave must be submitted in writing to the appropriate official and forwarded with his/her recommendation.

1. **Eligibility** — All unit members are eligible to apply.
2. **Benefits** — Unit members may contribute to the retirement system while on leave according to the provisions of the MCPS Retirement System.
3. **Permanent Status**
 - a) A unit member who is on permanent status at the time he/she is granted leave because of personal illness or illness in his/her immediate family shall remain on permanent status.
 - b) A unit member who has completed six months of successful experience with the Montgomery County Public Schools on a probationary status and has been recommended for permanent status at the time leave is granted shall go on permanent status at the time he/she returns from leave and is reassigned.
4. **Return from Leave** — If the leave granted is for personal illness, the unit member will be reinstated at the conclusion of the leave providing a health certificate from the attending physician is submitted attesting to the unit member's physical fitness to perform his/her duties. Reassignment will be made when there is a vacancy for which the unit member is qualified.

C. Leave for Illness in the Immediate Family

Leave may be granted for illness in the immediate family and shall be charged against accumulated sick leave. The total number of days allowed per year shall not exceed the total number of days of sick leave to be earned during that year.

D. Disability Leave

A unit member who is physically unable to report for duty as a result of an injury in the line of duty may be placed on disability leave at full salary by the Superintendent. The unit member, or his/her representative, must file an injury report with the Division of Insurance and Retirement within forty-eight (48) hours of the injury. The unit member shall also file a leave request for leave for disability and a doctor's report stating he/she is unable to carry out the duties of his/her assignment due to this injury. This leave is approved by the director of the Department of Supporting Services Personnel and is contingent upon the final approval by the MCPS approved insurance carrier. If the leave is not approved by the MCPS approved insurance carrier, the employee will be required to repay MCPS all monies received. This payment can be in the form of annual leave, sick leave, or lump sum payment. All monies payable to the unit member through the Workmen's Compensation Law of the State of Maryland or resulting from a legal liability of a person other than the unit member, must under the right of subrogation, be transmitted to the MCPS by the unit member. It is the responsibility of the disabled unit member to check with his/her physician and to inform his/her principal or other appropriate official monthly of the approximate date he/she can return to his/her regular assignment. A unit member may be carried on full disability leave for up to one (1) year after

the disability accident. At that time, the Superintendent will determine whether the unit member is able to return to his/her regular assignment, be given an alternate work assignment, be placed on sick leave, or be placed on disability retirement. An alternate work assignment terminates disability leave.

E. Annual Leave

Annual leave is paid leave that is granted to each twelve-month unit member.

1. **Eligibility for Annual Leave** — The provisions of annual leave shall apply only to those unit members whose assigned responsibility is of twelve (12) months' duration. Twelve-month unit members on permanent status will be advanced annual leave at the beginning of each fiscal year. Twelve-month probationary unit members will be advanced annual leave upon attainment of permanent status. Twelve-month unit members whose assignment is less than forty (40) hours per week accrue annual leave in proportion to the hours of assignment and according to the number of years of continuous MCPS service as established for twelve-month unit members whose assignment is a forty (40) hour week.
2. **Method of Computing Annual Leave** — All newly hired twelve-month unit members and all currently employed ten-month unit members upon appointment to a twelve-month position shall earn annual leave as follows:
 - 0-3 years of creditable service — 15 days
 - 4-15 years of creditable service — 20 days
 - 16+ years of creditable service — 26 days
3. **Restriction on Time for Use of Annual Leave** — School based unit member will take their annual leave at times when such leave will not adversely affect the ongoing instructional program.
4. **Accumulation of Annual Leave**
 - a) For any one year, a twelve-month unit member may carry forward up to, but not exceeding, ten (10) days of annual leave earned from the previous year.
 - b) The maximum number of days of annual leave available at any one time will be the balance brought forward up to a maximum of twenty (20) days, plus the amount to be earned for the current school year.
 - c) Each year, annual leave that is not used or forwarded shall be automatically transferred to a unit member's accumulated sick leave.
5. **Disposition of Accumulated Annual Leave at Termination of Service** — All annual leave should be used before the effective date of employment termination, or a lump sum settlement shall be made at the current salary rate, but not to exceed a maximum of thirty (30) days.

6. Indebtedness for Advanced Annual Leave at Termination of Service

— Any indebtedness for advanced annual leave by a unit member upon termination of service shall be resolved as follows:

- a) The amount due shall be deducted from the unit member's earned salary.
- b) Terminating unit members who are not due to receive earned salary shall be billed for the amount of indebtedness.

7. Use of Annual Leave in Conjunction with Adoption Leave — See Section I.

F. Holiday Leave

Holiday leave is granted to all unit members on official holidays, which shall be designated each year in the school calendar. A unit member on authorized paid leave for a period including an official holiday shall be considered on holiday leave for that day.

G. Professional Leave

Professional leave which will prepare the unit member for greater usefulness in his/her employment may be granted by the Board of Education upon recommendation of the Superintendent for such purposes as outlined below:

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1. **Leave for Academic Study** — Upon written application, leave for academic study for a period not to exceed one full school year may be granted by the Board of Education upon recommendation of the Superintendent. An outline of a planned program must be submitted with the application for leave. In addition, the unit member shall furnish such reports of progress and/or completion of the approved program as are requested by the Superintendent.

- a) **Standard** — The number of unit members to be granted academic leave in any fiscal year will not exceed one (1) percent of the total number of unit members.
- b) **Eligibility** — Unit members become eligible to apply for academic leave after they have served in the Montgomery County Public Schools at least seven (7) full consecutive years uninterrupted by any other leave of a semester duration or more.
- c) **Salary Allowance** — Unit members granted academic leave shall receive one-half their regular salary during the specified period of leave if they agree to return to MCPS for a two-year period immediately following the period of leave and sixty (60) percent of salary if they agree to return to MCPS for a period of three (3) years immediately following the period of leave. This salary shall be paid at the beginning of each semester.

d) **Benefits**

- (1) A unit member on academic leave shall for all purposes be viewed as a full-time unit member. The unit member's rights and privileges, length of service, and the right to receive salary increments as provided by the policies of the Board of Education will be the same as if the unit member had remained in the position from which he/she took leave. Annual and sick leave may not be used or earned while on academic leave.
- (2) During the period of academic leave, the unit member's contributions to the MCPS Retirement System shall be made jointly by the individual and the Board of Education. The unit member shall pay an amount proportionate to the amount of salary received and the Board of Education shall pay the balance for contribution at the full salary.
- (3) Unit members shall retain membership in the Employee Benefit Plan, for which deductions shall be made for the period of leave, and the Board shall continue to make its contributions thereto.

e) **Contractual Agreement** — A unit member accepting academic leave shall enter into a separate, written contract whereby he/she agrees to return to service in the Montgomery County Public Schools for a two-year or three-year period immediately following the leave of absence. If the unit member fails to return and remain for the specified time, he/she shall refund any monies paid to him/her or on his/her behalf by the Board of Education.

f) **Change of Status Due to Inability to Complete Program** — If the unit member cannot complete the planned program for which academic leave was granted, it is his/her responsibility to notify the Superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned or terminated. Salary allowances and benefits shall be adjusted accordingly and the unit member must make arrangements satisfactory to the Board of Education for payment of any monies paid to him/her or on his/her behalf for which he/she may be liable as a result of the change in leave status.

g) **Status on Return From Leave** — A unit member who is on permanent status at the time academic leave is granted shall continue to be on permanent status.

2. **Leave for Professional Improvement (Extended Periods Such as Semester or School Year)** — Upon recommendation of the Superintendent, leave of absence, without pay, for study or other professional improvement may be granted to eligible unit members by the Board of Education for a period not to exceed one (1) year. The unit member must submit an outline of a planned program with his/her application for such leave.

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a) **After Three Years of Satisfactory Service**

- (1) **Eligibility** — Unit members shall be eligible for a leave of absence for professional improvement after three (3) years of satisfactory service with MCPS uninterrupted by leave to study.
- (2) **Benefits**
 - (a) During the unit member's period of leave, his/her contributions to the Employee Benefit Plan shall be paid by the Board of Education.
 - (b) During the unit member's period of leave, his/her contributions to the MCPS Retirement System shall be paid by the Board of Education.
 - (c) Credit on the salary schedule for one (1) year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.
- (3) **Contractual Agreement** — A unit member granted leave for improvement shall enter into a written contract by which he/she agrees to return to service in the Montgomery County Public Schools for at least a one-year period immediately following the termination of the leave. If the unit member fails to return and remain in service for at least one (1) year, he/she shall refund any monies paid to him/her or on his/her behalf by the Board of Education.
- (4) **Change of Status Due to Inability to Complete Program** — If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is his/her responsibility to notify the Superintendent. The leave may then be rescinded by the Board of Education, and the unit member placed on the appropriate leave status, reassigned, or terminated. Any monies paid by the Board to him/her or on his/her behalf for which he/she is liable as a result of the change in leave status will be refunded to the Board of Education.
- (5) **Status on Return from Leave** — A unit member who is on permanent status at the time leave for improvement is granted shall continue to be on permanent status.

b) **After One Year of Satisfactory Service**

- (1) **Eligibility** — Unit members shall be eligible for a leave of absence for professional improvement after one (1) year of satisfactory service in the MCPS.
- (2) **Benefits** — Credit on the salary schedule for one (1) year of successful experience shall be granted upon verification of the completion of the approved program for which leave was granted.

- (3) **Change of Status Due to Inability to Complete Program** — If the unit member cannot complete the planned program during the period for which leave for improvement was granted, it is his/her responsibility to notify the Superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated.
- (4) **Status on Return from Leave** — A unit member who is on permanent status at the time leave for improvement is granted shall continue to be on permanent status.

3. Leave for Summer School

- a) A unit member must give evidence in writing that leave is required for summer school attendance prior to the closing of school or at the beginning of the fall semester. Request for leave for summer school shall be made in advance, recommended by the appropriate official and approved by the Superintendent.

Leave with pay may be granted as follows:

Leave without loss of pay may be granted to attend summer school prior to the closing of school or at the beginning of the fall semester. Such leave may be granted if the needs of the individual unit member clearly indicate that attendance at the specific summer school session requested is the most appropriate way to improve the unit member and the school system, and that no hardship to pupils or the school system will result if such leave is approved.

- b) A unit member who is granted leave must submit grade slips and/or transcripts to the appropriate official at the conclusion of the summer school. The principal will forward them to the Department of Supporting Services Personnel.
- c) Unit members assigned twelve-month responsibility may request leave to attend summer school.
 - (1) Twelve-month unit members may request leave without pay to attend summer school. The granting of such leave will not otherwise affect the employment status of the unit member involved.
 - (2) Subject to the availability of funds and the needs of the school system, some selected unit members assigned twelve-month responsibility may receive approval to attend summer school as part of their twelve-month assignment.

4. Leave to Attend Professional Meetings

Upon written application in advance, and with the recommendation of the appropriate official, the Superintendent may grant a unit member leave to attend professional meetings (e.g., conventions, conferences, or committees) as participant or observer without loss of salary.

5. Leave for Exchange Employment or Overseas Employment

Upon written application in advance and with the recommendation of the Superintendent, the Board of Education may grant a leave of absence not to exceed one (1) year for exchange employment or for employment in overseas work. To be eligible, a unit member shall be on permanent status at the time leave is granted. Credit on the appropriate salary schedule for one (1) year of successful experience shall be granted upon verification of completion of one (1) year of satisfactory exchange employment or overseas employment.

6. Leave for Teaching in a College or University

Upon recommendation of the Superintendent, leave up to two (2) full school years may be granted by the Board of Education to a unit member for the purpose of teaching in a college or university. Any remuneration to be paid by the Board of Education to the unit member will be determined by the Superintendent, in consultation with the unit member, prior to the time leave is granted. The total of the remuneration by the Board and the regular salary the unit member receives from the college or university shall not exceed the annual salary the unit member would have received had he/she remained in his/her present position in Montgomery County.

Procedures

- a) **Eligibility** — To be eligible, a unit member shall be on permanent status at the time leave is granted for the period of leave.
- b) **Benefits** — A unit member on leave for teaching shall be treated as a full-time unit member. The unit member's length of service and the right to receive salary increments shall be the same as if he/she had remained in the position he/she held when leave was granted. Sick or annual leave can be neither used nor earned.
- c) **Contractual Agreement** — A unit member on leave for teaching in a college or university shall agree to return to service in the Montgomery County Public Schools for at least a two-year period immediately following the leave of absence or reimburse the Board of Education for all monies paid to him/her or on his/her behalf.
- d) **Change of Status During Period of Leave** — If the unit member on leave for teaching in a college or university cannot complete the program for which leave was granted, it is his/her responsibility to notify the Superintendent. The leave may then be rescinded by the Board of Education and the unit member placed on the appropriate leave status, reassigned, or terminated. Salary allowances and benefits shall be adjusted accordingly, and the unit member must make arrangements to reimburse the Board any monies paid to him/her or on his/her behalf.

- e) **Status on Return from Leave** — A unit member who is on permanent status at the time leave for teaching in a college or university is granted shall continue in the permanent status he/she held at the time leave was granted.

H. Maternity Leave

Any unit member who becomes pregnant may request leave of absence. This leave of absence may be extended for a reasonable period.

Benefits

Unit members may contribute to the MCPS Employee Benefit Plan while on leave, if applicable.

I. Adoption Leave

Any unit member who has determined that she (or he) shall become an adoptive parent may resign or request a leave of absence. Unit members will be allowed to use the annual leave available in their accounts after approval by the principal or appropriate official. If it is determined that the unit member is unable to return to his or her assignment after the period of approved annual leave, the unit member will be placed on adoption leave without pay for a period not to exceed eighteen (18) months. (The eighteen (18) months shall include the period of annual leave used for adoption purposes.) Use MCPS Form 430-9 for long-term adoption leave without pay. The request for leave must be accompanied by a copy of the official adoption papers.

Procedures

1. When the leave is of short duration, no longer than forty (40) consecutive duty days, a substitute may be employed and the position held for the return of the unit member. Use MCPS Form 430-1 for short-term adoption leave.
2. As soon as it has been determined that a unit member wishes to use adoption leave, the unit member should notify the principal or other appropriate official, in writing, of his or her intent. Request for adoption leave should be made on MCPS Form 430-9.
3. Unit members may elect to have continued participation in the MCPS Employee Benefit Plan by assuming the full cost of the premiums while on leave without pay. Contributions to the Employee Benefit Plan will be payable monthly to the Board of Education in accordance with MCPS procedures. Failure to make payments in accordance with MCPS procedures will result in cancellation of benefits. Retirement contributions, if any, may be paid monthly to MCPS, or the total of such contributions, plus interest, may be paid at the time of return from leave in accordance with MCPS procedures.
4. In order to return from adoption leave, the unit member shall submit a request in writing to the director of supporting services personnel at least one month before the date the unit member desires to be reassigned. After the eighteenth month of leave, the unit member will be automatically terminated. The unit member will be notified prior to this action.

J. **Military Leave** (Article 77, Section 112 (k) of the Annotated Code of Maryland)

1. **Military Leave of Absence**

- a) **Approval** — A unit member entering military service may, upon written application and with the approval of the Superintendent, be granted leave of absence without pay for one period of service and in accordance with the state regulations referred to above. A copy of the military orders must accompany the request for leave. This leave applies to individuals who are drafted or who volunteer for service for one period of enlistment.
- b) **Return from Military Leave** — A unit member granted military leave of absence shall retain the right to be placed in the same or similar position upon return from leave, subject to the following:
 - (1) The unit member has completed any required period of probation prior to entering the armed forces and his/her separation from the armed forces was under conditions other than a dishonorable discharge.
 - (2) He/she makes application within ninety (90) days from the date of his/her separation from the armed forces in case he/she has involuntarily entered, or within ninety (90) days after the termination of his/her first period of enlistment in case he/she has voluntarily entered, for reinstatement by the Board of Education.
 - (3) He/she makes application for reinstatement within ninety (90) days from the date of separation from such service or within ninety (90) days after discharge from a hospital, provided such hospitalization is directly connected with, related to and immediately follows his/her separation from the armed forces, and the period of hospitalization does not extend beyond a year from the date of such separation.

Any unit member qualifying for reinstatement under this provision shall be entitled to start at the salary and rate of earnings for leave which he/she would have received if he/she had remained continuously in the Board of Education's service.

If he/she is not qualified to perform the duties of his/her prior position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the employ of the Board of Education, he/she shall be reemployed in such comparable position, the duties of which he/she is qualified to perform, as will provide him/her like seniority, status, and pay rate, or the nearest approximation thereof consistent with the circumstances of his/her case.

- c) **Retirement** — The unit member, upon reinstatement, shall submit to the MCPS Retirement System an official verification of the length of military service.

2. **Military Leave for Training Purposes** (Article 65, Section 42, of the Annotated Code of Maryland)

- a) **Eligibility** — A unit member who is a member of the National Guard or of the U.S. Armed Forces Reserves and who is required by the laws of the United States or of Maryland to report for a training period shall be eligible for a grant of military leave for training purposes not to exceed fifteen (15) calendar days per school year.
- b) **Application Procedure** — Application for military leave for training purposes shall be made in advance, immediately upon receipt from the appropriate military authorities of official notice to report. A copy of the official orders must accompany the application for leave, which must be approved by the appropriate official and the Superintendent. When possible, military leave for unit members with less than twelve (12) months of responsibility shall be arranged during nonduty periods. The Superintendent may request a change in military orders when it seems to be in the best interest of the school system.
- c) **Pay Status During Leave** — All unit members who are members of the organized militia or of the Army, Navy, Air Force, or Marine Corps Reserves shall be entitled to leave of absence without loss of pay on all days during which they shall be engaged in field or coast defense or other training ordered or authorized under any law of Maryland or of the United States, during such time as they are on inactive duty training, for not more than fifteen (15) days annually, provided, however, if any members of the organized militia are ordered to active duty under authority of the governor, they shall be entitled to leave of absence without loss of pay for such time they actually serve under such active duty orders in addition to the fifteen-day period specified above.

K. Salary and Leave Benefits for Conscientious Objectors

- 1. There are two classes of conscientious objectors:
 - a) Class 1-O, who does not enter the military service but fulfills his/her selective service obligation by working for twenty-four (24) months in an institution approved by the state in which he/she resides and who is not entitled to veterans' benefits, and
 - b) Class 1-A-O, who enters the armed services but does not bear arms; is subjected to the same hazards as the regular serviceperson, and, upon discharge, is entitled to all veterans' benefits.
- 2. Unit members who are conscientious objectors and who are Class 1-O shall not be given credit on the salary schedule for this type of service at the time of employment.

3. A unit member who is Class 1-O, who is drafted and enters this type of program shall be given Leave for Unusual and Imperative Reasons, and upon release from his/her obligation shall be reinstated at the same or comparable position at the same salary step and in the same status as at the time his/her leave began. Unit members who are conscientious objectors and who are Class 1-A-O shall be entitled to all provisions of the salary plan and military leave policies.

L. Leave for Family Bereavement

A unit member shall be allowed a maximum of four (4) days of absence without loss of salary upon the death of a child, parent (natural, foster, or in-law), brother, sister, husband, wife, or of anyone who lives regularly in his/her household. A unit member shall be allowed a maximum of two (2) duty days of absence without loss of salary upon the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or spouse's grandparent. In the event of unusual travel or personal problems in connection with the use of bereavement leave, additional leave days may be granted by the appropriate official.

M. Political Leave

Leaves of absence for political activity without salary, including candidacy for political office or holding public office, shall be arranged with the following rules:

1. Unit members engaging in political activity shall make it clear that their utterances and actions are theirs as individuals.
2. Leaves of absence shall be requested in writing.
3. Leaves of absence for campaigning and holding office may be arranged for a definite period. If the candidate is not elected, he/she shall be returned to his/her position immediately.
4. Leave may include voter-registration and election-day duties, or other political responsibilities.

N. Civil Leave for Juror or Witness Service

Upon approval of the Superintendent, a unit member who is subpoenaed as a witness in a civil or criminal case, or is called and serves on a jury, may be granted paid leave for that period of time he/she is unable to report to work. Application for leave must be made in advance and submitted with a copy of the subpoena. The unit member shall transmit any monies received from such assignment other than those used for personal expenses (e.g., travel) to the Board of Education.

O. Compensatory Leave

Unit members shall not earn or be granted compensatory leave.

P. Leave for Emergency Closing of Schools and/or Central Office

When schools are closed because of inclement weather or other emergency reasons, school-based twelve-month unit members designated as emergency personnel are expected to report or remain on duty;

all ten- and other twelve-month unit members are automatically granted emergency leave. In school years when there are more emergency days lost than permitted by the school calendar, those excess days must be made up at times specified by the Superintendent. All school-based emergency personnel and all unit members assigned to the central office are expected to report for duty when schools are closed, or take annual leave unless the Superintendent has announced that the central office is closed.

Q. Leave for Unusual or Imperative Reasons

Employees may be granted leave by the Superintendent for unusual or imperative reasons at no loss of pay, or at loss of full pay when no other leave is applicable. Approval must be secured before the absence occurs.

R. Personal Leave

1. All unit members may be granted up to three (3) days per year for personal leave. A written request for the intended absence shall be submitted to the principal or appropriate official at least one (1) day prior to the expected absence. No specific reason for such personal leave shall be required or solicited. Personal leave, if granted, must be used only to conduct personal business of a nature that cannot be scheduled on any nonduty day. Personal leave will be granted only when the immediate supervisor determines that adequate provisions for continuing the school program can be made. In cases of emergency, the appropriate school official shall be notified prior to the start of the duty day to be taken off.
2. The rules regarding personal leave shall be as follows:
 - a) Requests for personal leave shall be made in writing.
 - b) Leave immediately before or after a holiday, vacation, or staff development day, may be requested for reason from the school principal or appropriate official.
 - c) The personal leave shall not be cumulative. However, unused personal leave shall be transferred to accumulated sick leave at the end of the school year.

S. General

Except in those cases where the Superintendent has the right to grant the leave, the Superintendent shall have the right to recommend to the Board of Education that a leave of absence be granted with loss of substitute pay, without pay, or with pay, or to recommend that the leave be denied.

ARTICLE XIII WORKING HOURS AND WORK LOAD

- A. The regularly scheduled work week shall not exceed five (5) days. The regularly scheduled workday shall not exceed eight (8) hours in addition to a duty-free lunch period. Starting and dismissal times will be assigned by the principal or the appropriate director.

- B. Except for bus operators and bus attendants, the workday for forty-hour per week unit members shall consist of eight (8) hours of work within eight and one-half (8½) consecutive hours. The workday for unit members working less than forty (40) hours shall also consist of regularly scheduled consecutive working hours exclusive of duty-free lunch periods when applicable. Starting and dismissal times will be assigned by the principal or appropriate director. Nothing shall prevent a unit member from voluntarily requesting an exception to this section.
- C. A unit member who is requested by an appropriate official to report back to work after the employee's normal workday or to report to work on a nonscheduled workday shall be credited with a minimum of three (3) hours of work. However, time worked immediately before or immediately after the employee's regularly scheduled hours is not considered call-back work and only the actual work time is reported.
- D. Time worked within an eight-hour day and forty-hour week is at the unit member's regular rate of pay.
- E. Time worked in excess of eight (8) hours a day or forty (40) hours a week is at the overtime rate as provided in Article VIII for those unit members who are eligible to receive overtime compensation.
- F. **Delayed Opening and Early Dismissal**
 - 1. In regard to system-wide delayed opening, only the school-based unit members in the following classifications will begin work twenty (20) minutes before the scheduled student starting time on said day without loss of pay:

Aides

Teacher Assistants
 Special Education Aides I and II
 Instructional Materials Aides

- 2. In regard to system-wide early dismissal, the same school-based unit members may leave as soon as all students and teachers with whom they work directly are off the school premises.
- 3. The principal of any school may require any unit member in Section F.1. to be on duty for the normal duty day if they are needed. Only the principal will determine such need.

ARTICLE XIV PROHIBITION OF VOLUNTEER WORK

Except in emergency situations the duties of a bargaining unit position budgeted for fiscal years 1978, 1979, and 1980 will not be performed by a volunteer.

ARTICLE XV REDUCTION IN FORCE

A. Authority

The Montgomery County Board of Education retains the right to reduce its force and its decisions in this area are not subject to the grievance procedure.

B. Procedure

No reduction in force shall be implemented without fifteen (15) duty days notice to the employee and twenty-five (25) duty days notice to MCCSSE, during which period MCPS shall consult with MCCSSE on the reduction in force. A violation of this procedure only may be subject to the grievance procedure.

ARTICLE XVI POSITION DESCRIPTIONS

- A. Upon request, each unit member will be provided with an accurate description of his/her duties or responsibilities in the form of a class specification.
- B. A copy of a unit member's class specification will be included in each employment package to be distributed during orientation.
- C. Any unit member dissatisfied with an adverse reclassification which results in a pay reduction or downgrading may appeal directly to the Superintendent, whose decision shall be final.
- D. The MCCSSE shall be notified in advance when a classification action is to be taken which reduces the pay or pay grade of a unit member.
- E. Upon the request of MCCSSE, and at mutually agreeable times, a member of the classification staff will meet with a representative of MCCSSE to discuss classification matters.

ARTICLE XVII DISCHARGE

- A. Any suspension of a unit member for the purpose of investigation shall be with full pay. Normally, such investigations will be completed within five (5) duty days.
- B. Discharge means the termination by the employer of a unit member for reasons other than layoff.
- C. Written notice of charges will be given to each unit member to be discharged within five (5) duty days after a written request by the unit member. Within ten (10) duty days, the unit member shall have the right to appeal to the Superintendent, who will render his decision in ten (10) duty days.

- D. Any unit member who chooses to appeal a dismissal by the Superintendent may do so directly to the Board of Education, who may choose the services of a Hearing Examiner. He/she must make this request within ten (10) duty days after receipt of the Superintendent's decision. The Hearing Examiner will make his/her recommendations to the Board of Education for a final decision.

ARTICLE XVIII DUES CHECKOFF

- A. As unit members individually and voluntarily authorize the Montgomery County Board of Education, the Board agrees to withhold organizational dues and other properly authorized deductions from the unit member's wages and to transmit such funds to the MCCSSE headquarters. The Board will include the name, the school, office or department where the unit member is located and the amount of each deduction.
- B. Dues will be deducted in equal payments during the term of this Agreement beginning on the first full pay period following the receipt of the individually signed authorization by the Division of Payroll. This deduction will remain in effect for the term of this Agreement or until the deduction is cancelled in writing by the employee to MCCSSE and the Division of Payroll on or before September 10 of any school year.
- C. The amount deducted from a unit member's wages during the term of this Agreement will be for the total dues and each individual must authorize the deduction by authorization form signed by the unit member that such deductions shall be at the current rate. MCCSSE shall certify to the Board in writing the current rate of dues by the effective date of this Agreement, July 1, 1978, and July 1, 1979. If this certification is not received by the Division of Payroll no deduction will be made.
- D. The right of dues checkoff in this article shall be granted exclusively to MCCSSE.
- E. MCCSSE shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any list, notice, form, card, or assignment furnished under any such provisions.

ARTICLE XIX PROMOTION

- A. All vacancies in the unit will be publicized in the *MCPS Bulletin* or Employment Opportunities Bulletin, as appropriate, immediately following the decision to fill such positions within the foreseeable future. Vacancies in those classifications containing a large number of positions will be advertised as a classification and not on an individual vacancy basis, so that a person may be given consideration for any vacancy that may occur in the classification. In the notice of vacancies, the classification and pay grade of the position will be stated.

- B. Persons who desire to apply for vacancies will submit their application and a statement of their qualifications in writing to the director of the Division of Recruitment and Employment.
- C. In filling vacancies, consideration will be given to the applicant's experience in performance of the kinds of duties required in the position; formal education and/or training; quality of performance in other positions; knowledge, skill, and abilities required for the classification; and attendance record. When all of these factors are considered equal, consideration will be given to an applicant's length of service with MCPS.
- D. All persons who have applied and have been considered for a promotion will be notified if they are not selected.

ARTICLE XX RIGHTS OF THE COUNCIL

- A. 1. The MCCSSE as exclusive representative of supporting services employees has the right to present its views to the Board of Education provided mutually acceptable agenda and time can be arranged.
- 2. The Board of Education recognizes that the officers of MCCSSE and elected representatives not to exceed two (2) per school and not to exceed four (4) each in the Educational Services and Lincoln Centers are authorized to act for MCCSSE. Council matters will be conducted at times least disruptive to school system business.
- 3. MCCSSE agrees to supply the Board of Education in writing and maintain on a current basis the names of MCCSSE officers. Also, MCCSSE agrees to supply appropriate administrators with the names of representatives who are designated to act on behalf of MCCSSE.
- 4. Either the President of MCCSSE or the director for association relations may request conferences for the purpose of considering problems of the administration of this Agreement. Such conferences may be held at a mutually agreeable time and after an agenda has been agreed upon.
- 5. a) The President of the MCCSSE will be granted leave with full salary and related permissible benefits during his/her term of office.
- b) Beginning on July 1, 1979, the President of the MCCSSE will be granted leave without salary or related permissible benefits during his/her term of office.
- c) Council officers and/or representatives will be permitted to draw on a bank of seventy (70) full paydays per year for use in external or internal Council business. If negotiation meetings are called during the regular workday, the members of the MCCSSE Negotiating Team, numbering no more than twelve (12) unit members, will have their leave charged to the leave bank to

permit their participation. No less than one-half (½) day may be used at any one time. Leave will be granted in accordance with the current procedures.

6. MCCSSE and the Board of Education agree that all MCCSSE and Board of Education representatives at all levels will be properly informed with respect to the Board of Education resolution certifying MCCSSE as the exclusive representative of unit members, applicable rules and regulations concerning unit members, and the provisions of this Agreement.
7. The Board shall not discriminate against any unit member with regard to his/her membership or nonmembership in MCCSSE. MCCSSE shall not discriminate against any unit member of the Board with regard to the terms or conditions of membership in MCCSSE because of race, color, sex, age, or national origin.
8. The MCCSSE headquarters is to be a regular Pony stop.
9. The MCCSSE will be mailed a copy of the official Board Agenda prior to each meeting and a copy of the official Board Minutes after approval by the Board.
10. Bulletin board space shall be provided in each school and central office building for display of MCCSSE notices, circulars, and nonpolitical materials. Copies of all material to be placed on the bulletin boards must be given to the director of association relations and the school principal or the associate superintendent for business and financial services for display in nonschool buildings. Use of the bulletin boards to display materials detrimental to the goals and activities of the Montgomery County Board of Education is expressly prohibited.
11. MCCSSE will be authorized to use the interschool mail facility to distribute official MCCSSE material. Printed materials or literature indicating MCCSSE's position concerning any candidate for public office may not be distributed through the interschool facility. Use of the facility to distribute material detrimental to the goals and purposes of MCPS or material in violation of the law is expressly prohibited. Such use will be in accordance with procedures established by the Superintendent. Violation of this section will result in loss of use of the facility for the remainder of the period of the Agreement.
12. MCCSSE will be provided with names, school or central office assignment and classification of all new permanent and conditional unit members as they are hired.
13. MCCSSE will be provided ten minutes time to speak to new employees during each orientation program.
14. MCCSSE will have the right to use school buildings for any legal purpose without cost for meetings with the unit members of such buildings. In addition, it will be privileged to schedule in school buildings, without cost when building service staff is normally on duty, meetings of more than one school's unit members or their

representatives one or more times per month. Any damage in excess of normal wear will be paid for by the Council within thirty (30) days of said damage. Nonpayment will result in abrogation of subject article, Section A. 14.

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15. MCCSSE will be provided with ten (10) copies of the Directory without cost to MCCSSE, and ten (10) copies of each issue of the Council Courier will be provided without cost to the director of association relations.
 16. The rights granted exclusively to MCCSSE are Sections A. 4, 5, 8, 11, 12, and 13, and will not be granted to any other employee organization having supporting services employees as members.
 17. Appropriate MCCSSE representatives may process official grievances in a manner least disruptive to school system business only after receiving approval from the appropriate administrator to leave his/her job or assignment. MCCSSE officials and representatives may not conduct Council business on work time.
 18. The Council agrees that it will accept into membership all eligible employees and will represent all employees equally within the terms of this Agreement.

B. Agency Shop

1. Unit members shall have the option of joining MCCSSE or have imposed, as a condition of employment, a service fee by the MCCSSE each month in an amount equal to the regular monthly membership dues required of the MCCSSE members. This provision is to become effective on July 1, 1978, for the term of this Agreement and would only apply to those unit members employed on or after July 1, 1978.
2. Service fees uniformly required as a condition of employment shall be authorized for payroll deduction or paid directly to MCCSSE by the employee. Any employee who elects to pay directly shall be deemed to meet the conditions of this Article so long as he or she is not more than sixty (60) days in arrears of payment of such fees.
3. If any provision of this Article is or becomes invalid under federal or state law, said provision shall be invalid or modified to comply with the requirements of said federal or state law.
4. MCCSSE shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with Article XX.
5. This agency shop provision shall not be applicable to any employee who is a member of a religious organization, the established tenets or teaching of which oppose its members joining or financially supporting any collective bargaining organization, and who shall pay an amount of money equivalent to the MCCSSE's regular monthly membership dues, to a nonreligious, nonunion charity or to

such other charitable organization as may be mutually agreed upon by the employee and the MCCSSE to which such employee would otherwise be required to pay service fees, and who furnishes to the Board and MCCSSE written proof of such payment.

ARTICLE XXI RIGHTS OF MCCSSE REPRESENTATIVES TO ENTER MCPS FACILITIES

With prior clearance of the principal, duly authorized representatives of the MCCSSE shall be permitted to enter Montgomery County public schools for the purpose of performing and engaging in official Council duties and business related to the collective bargaining agreement during nonduty time only. There may be no interruption of the work of unit members due to such visits and representatives will adhere to the established security regulation. With the prior clearance of the associate superintendent for business and financial services, the same limitations will apply in other Montgomery County public school facilities.

ARTICLE XXII SAFETY AND HEALTH

It is the responsibility of the Board to provide safe and sanitary working conditions, including equipment, in all present and future installations, and to develop a safe working force. The MCCSSE will cooperate with and assist the administration to live up to its responsibility. The parties recognize that each unit member has a responsibility to give effect to the safety program by following the safety procedures and working to see that all safety regulations are properly implemented.

ARTICLE XXIII EMPLOYEE BENEFIT PLAN

- A. The Board agrees that it will continue in effect but without cost to unit members its existing program of payroll deduction at the request and on behalf of unit members.
- B. The Board agrees to continue its contribution rate of 75% and the contribution of 25% paid by the unit member of the shared premium cost for the current health insurance — life insurance — dental insurance program. As of July 1, 1979, the Board agrees to the following plan of shared premium costs for the Employee Benefit Plan:

Years in Employee Benefit Plan	Board	Unit Member
1-10	75%	25%
Over 10 years	85%	15%

In order to receive the benefits, the unit member must be a member of the Employee Benefit Plan.

- C. The Board agrees to continue to carry a comprehensive general liability policy in which unit members are named insureds while acting within the scope of their duties with limits of liability at not less than \$1,000,000.
- D. Unit members will be eligible to participate in any tax sheltered annuity plan accepted by the Board of Education.
- E. The joint MCCSSE/MCPS committee for the purpose of reviewing periodically the Employee Benefit Plan shall be continued and shall make recommendations to the parties when warranted. Each party shall appoint three (3) members of the committee.
- F. The Board agrees to pay a sum equal to the same dollar amount provided under the current Blue Cross/Blue Shield plan for all unit members currently enrolled or who shall enroll in a Board of Education approved qualified prepaid health maintenance organization within thirty (30) days after the effective date of this contract. New employees may enroll during eligibility periods as set forth in the current benefit plan. Transfers between plans will be limited to no more than one time each year at group reopening periods.

ARTICLE XXIV EMPLOYEE CLAIMS

Subject to a \$15.00 minimum, a unit member may file a claim for repair or replacement of clothing or other personal property damaged or destroyed in the performance of his/her duties, taking into consideration depreciation. Personal property possession must have been reasonable or proper under the circumstances and the damage or destruction must not have been caused in whole or in part by the negligent or wrongful act of the employee. Any damage or destruction will not be compensated when it resulted from normal wear and tear associated with day to day living and working conditions. No claims may be filed under this article on motor vehicles or their contents. All claims must be submitted to the Small Claims Review Board for its decision.

The maximum reimbursement under this article shall not exceed \$400.00.

ARTICLE XXV UNIFORMS

- A. All unit members who are required to wear uniforms are to be issued uniforms, at Board expense, as soon as possible after obtaining permanent status.
- B. The quantity of uniforms presently being provided will be maintained.

ARTICLE XXVI

CAREER DEVELOPMENT AND TRAINING

- A. MCCSSE and the Board of Education recognize the vital importance of training and education in this era of change. A well-trained, effectively-functioning work force is necessary if the Montgomery County Public Schools is to achieve its goal of providing quality education for every student. The Board recognizes the need for programs which will improve the efficiency of unit members in their current jobs and the importance of assisting unit members to meet Montgomery County Public Schools employment needs along with the unit member's individual career development plans.
- B. All unit members and probationary employees who would upon successful completion of the probationary period become unit members are eligible for and encouraged to participate in in-service training programs designed to improve their effectiveness. The form and substance of these programs may differ widely, and all unit members and probationary employees who would upon successful completion of the probationary period become unit members and their supervisors are jointly responsible for analyzing areas of unit members and probationary employees who would upon successful completion of the probationary period become unit members and job needs and then actively seeking training which will improve performance. To achieve the goal of developing and implementing a comprehensive program of in-service training, the Board agrees to budget the sum of \$25,000 for instructional support for system-designed training programs, to hire consultants, and to develop relevant programs. This sum will be administered by the Department of Staff Development. The Career Development and Educational Improvement Committee will make recommendations consistent with Article XXVI, Section F. B45
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- C. Some education and training which can either increase unit members' effectiveness in their current positions or can assist them to prepare for other positions within MCPS may be available through other educational institutions or agencies. Such courses are usually offered for credit at local colleges and universities, or offered through trade or business schools, adult education, or other agencies. To encourage unit members to take courses that will benefit them and MCPS, either in their present positions or another position to which they aspire within MCPS, the Board agrees to reimburse unit members for 50% of the tuition cost of approved courses, up to a maximum of nine (9) credits per fiscal year, and agrees to budget \$23,000 for that purpose.
- D. MCCSSE and the Board realize that many unit members may desire to obtain further education and training to improve present job skills or qualify for other positions within MCPS. To enable unit members to achieve this aim, the Board supports a program of released time for unit members on permanent status who work twenty (20) or more hours per week. The unit member's supervisor and the director of staff development may authorize up to ten (10) percent of the unit member's weekly B45
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scheduled work time to attend classes. Travel to and from classes must be included as part of the released time. Such released time must be approved and must not interfere with job performance or the needs of the school system.

- E. To assist unit members to utilize the opportunities in Sections B., C., and D., the Board agrees to budget not less than \$5,000 for the purchase of books, equipment, and other educational resource materials. The Career Development and Educational Improvement Committee may make recommendations concerning the expenditure of these funds.
- F. A Career Development and Educational Improvement Committee shall continue for the period of this Agreement. The committee shall be composed of five (5) members selected by the MCCSSE and five (5) members selected by the superintendent. The CDEI Committee shall have the following responsibilities:
 - 1. To make recommendations for new training programs and other training opportunities
 - 2. To participate in the on-going planning for the training needs of unit members
 - 3. To serve in an advisory role to the Department of Staff Development on the expenditure of funds listed in Sections B., and C.
 - 4. To serve in a consultant role to the Department of Educational Media and Technology on the expenditure of the special funds provided in Section E.
 - 5. To receive reports on the effectiveness of the Career Development and Training Program from the Division of Career Programs for the purpose of achieving the goals as stated in Section A.

ARTICLE XXVII

OFFICIAL PERSONNEL FILES

- A. Unit members will have the right, upon written request, to review the contents of their official personnel file located in the office of the associate superintendent for personnel services. If the unit member wishes to be accompanied by another person or a representative of the Council during such a review, that request must be entered in writing.
- B. Application references for employment and promotion references from individuals not employed by MCPS will not be made available for review by a unit member.
- C. Material derogatory to a unit member's conduct, service, character, or personality will be placed in his/her personnel file only if the unit member has had an opportunity to review such material. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her initials to the copy to be filed, with the express understanding that such initialing in no way indicates agreement with the contents. The unit member shall be permitted to attach his/her comments related to the derogatory material.

ARTICLE XXVIII FACILITIES

As the budget permits, each school, Educational Services Center and Lincoln Center will have the following facilities for all MCPS employees:

1. An appropriately furnished room to be reserved for use as a lounge.
2. Well-lighted, appropriately equipped, and clean rest rooms.
3. An adequate portion of the parking lot, if available.
4. A dining area when space in the building is available.
5. A combination dressing room with lockers and adequate work space for Building Service Managers and staff.
6. A well equipped health room for Educational Services Center and Lincoln Center.

ARTICLE XXIX USE OF PRIVATE AUTOMOBILE

Unit members shall receive a fourteen (14) cents mileage reimbursement when using a private automobile within the scope of their assigned duties or while on required official business. In the event that gasoline prices increase or decrease from the January 1, 1976, price as established by the Bureau of Labor Statistics, the per mile figure of fourteen (14) cents will increase or decrease one (1) cent for every ten (10) cents that the Bureau of Labor Statistics' gas price increases or decreases. The Bureau of Labor Statistics' gas price will be reviewed every three (3) months and any change will occur the month following the increase or decrease as reported by the Bureau of Labor Statistics.

ARTICLE XXX LIABILITY FOR MONIES

No unit member shall be held responsible for the loss of money in his/her custody unless it is demonstrated that the loss is due to the negligence of the unit member. Unit members shall not take school funds home.

ARTICLE XXXI REREDITING OF FORMER SERVICE CREDITS

A former employee, upon reappointment to a permanent or conditional position in the same classification, shall be granted full credit for years of service with MCPS in determining salary schedule placement if the following two conditions are met:

1. The individual previously was employed for a minimum of five (5) years.
2. The individual is re-employed within a three-year period.

ARTICLE XXXII EMPLOYEE RIGHTS

- A. There will be no reprisals of any kind taken against any employee because of his/her membership or nonmembership in MCCSSE.
- B. **Nondiscrimination** — The Board and the MCCSSE agree that there shall be no discrimination by the Board or MCCSSE against employees because of race, color, creed, religion, national origin, sex, age, or marital status or because of a physical handicap.
- C. The personal life of a unit member shall be the concern of, and warrant the attention of, the Board only as it may directly prevent the unit member from properly performing his/her assigned functions during duty hours, or violate local, state, national, or common law, or be prejudicial to his/her effectiveness in his/her position.

ARTICLE XXXIII TRANSFER/REASSIGNMENT

A. Definitions

Transfer — The movement of an employee from one position to another within the same position classification.

Reassignment — The movement of an employee from one position to another with the same or lower pay grade but a different position classification.

B. Voluntary Transfers or Reassignments

The voluntary transfer or reassignment of unit members shall be effected by appropriate staff in the Department of Supporting Services Personnel using the following procedures:

- 1. Request for transfer or reassignment by a unit member shall be made to the director of supporting services personnel through the principal and area assistant superintendent or department director to whom the individual is directly responsible. Request may also be made directly to the Department of Supporting Services Personnel. All requests for transfer or reassignment must be made on the appropriate form.
- 2. Transfer or reassignment requests shall be submitted for vacancies and must be received in the Department of Supporting Services Personnel by 5 p.m. on the published closing date for accepting applications.
- 3. Transfers or reassignments will not usually be approved for:
 - a) Personnel who are to be evaluated for permanent status.
 - b) Personnel who are or have recently been officially disciplined or whose evaluation reflects a less than satisfactory level of performance.

4. If a unit member's request for a voluntary transfer or reassignment is denied, he/she will, upon request, receive a written explanation of the reasons by the director of supporting services personnel.

C. Involuntary Transfers or Reassignments

1. When a unit member is to be involuntarily transferred or reassigned, he/she will have the opportunity to make known to the appropriate administrators his/her wishes regarding a new assignment.
2. Notice of an involuntary transfer or reassignment will be given to the unit member as soon as possible.
3. When an involuntary transfer or involuntary reassignment is necessary, the needs of MCPS or the school involved will be controlling.
4. An involuntary transfer or reassignment of a unit member will be made after the appropriate administrator has notified the unit member of the reason for the transfer. Involuntary transfers or involuntary reassignments of unit members will not be subject to the grievance procedure; however, they may be subject to the administrative complaint procedure.
5. When it becomes necessary for a unit member to transfer or be reassigned, the Department of Supporting Services Personnel will give the transfer or reassignment of the unit member priority in filling known vacancies.

ARTICLE XXXIV PROHIBITION OF STRIKES, SLOWDOWNS, AND WORK STOPPAGES

It is agreed that MCCSSE will not call or sanction a strike, slowdown, or work stoppage during the term of this Agreement.

ARTICLE XXXV PROVISIONS OF LAW AND REGULATIONS AND SEVERABILITY

It is agreed and recognized by the Board of Education and the MCCSSE that in the administration of the matters covered by this Agreement, the parties hereto are governed by the applicable statutes of the State of Maryland and Montgomery County.

If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law or State Board Bylaws, having the force and effect of law, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XXXVI GENERAL

The Board will amend its written policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.

Copies of the Agreement will be printed and distributed by the Board to all presently employed and newly hired employees and MCCSSE will be allocated 100 copies. In the event additional copies are needed by MCCSSE, the Board of Education agrees to supply them if they are available.

Any written communication to be given by one party to the other under this Agreement will be given by telegram, registered mail, regular mail, or personally receipted mail. If given by the Board, said notice will be sent to the Montgomery County Council of Supporting Services Employees, 3514 Plyers Mill Road, Kensington, Maryland 20795, and if given by the Council, such notice will be sent to the Montgomery County Board of Education, 850 Hungerford Drive, Rockville, Maryland 20850. Either party may, by written notice, change the address at which notice to it may be given.

ARTICLE XXXVII DURATION

This entire Agreement will be for a three-year period beginning July 1, 1977, and ending June 30, 1980, except for Article XII, Leaves, which will be for a five-year period ending June 30, 1982.

During the 1978-79 school year, the salary schedule shall be increased by the amount of the annual percentage increase, not to exceed 5%, on the Consumer Price Index for the Washington, D.C., Standard Statistical Area, from August 1976 to August 1977, as published by the Bureau of Labor Statistics, United States Department of Labor. The increase shall be effective on July 1, 1978.

During the 1979-80 school year, the salary schedule shall be increased by the amount of the annual percentage increase, not to exceed 5%, on the Consumer Price Index for the Washington, D.C., Standard Statistical Area, from August 1977 to August 1978, as published by the Bureau of Labor Statistics, United States Department of Labor. The increase shall be effective on July 1, 1979.

IN WITNESS WHEREOF, The parties hereunto set their hands and seals this 17th day of February, 1977.

**MONTGOMERY COUNTY
BOARD OF EDUCATION**

by/s/ Herbert D. Benington
President

**MONTGOMERY COUNTY
PUBLIC SCHOOLS**

by /s/ Charles M. Bernardo
Superintendent of Schools

**MONTGOMERY COUNTY COUNCIL OF
SUPPORTING SERVICES EMPLOYEES, INC.**

by /s/ Vincent Foo
President

APPENDIX A
ARTICLE 1
OFFICIAL VEHICLE OPERATORS

Complaints against unit members driving MCPS vehicles while in the performance of their official duties or driving official vehicles at any time shall be placed in the official personnel files if the following procedure is adhered to:

1. A description of the allegation
2. The date and the approximate time of day the incident occurred
3. The approximate location where the incident took place
4. An identification of the person making the complaint
5. An identification of the vehicle
6. A description of the driving conditions, if applicable

ARTICLE 2
EMPLOYEE INFORMATION

A computer run of all unit members will be supplied annually to the MCCSSE Headquarters. This run will include:

1. The name of the unit member
2. The school or office to which he is assigned
3. The job classification to which he is assigned

ARTICLE 3
STARTING DATES AND ASSIGNMENTS,
TEN-MONTH EMPLOYEES

Ten-month food service employees, classroom aides, instructional material aides, and office employees will be notified by the closing of the school year of their next year's starting date and assignment, subject to the right of MCPS to make changes in such assignments whenever circumstances require, especially in the case of classroom aides.

APPENDIX B
ARTICLE 1
AUTHORITY — BUILDING SERVICES MANAGER

Building Serviceworkers will normally receive work orders and supervision from the Building Services Manager or designee and all school-based personnel shall be expected to make requests of or issue directives to or through him/her.

ARTICLE 2
ASSIGNMENT OF SPECIAL RUNS — BUS DRIVERS

The assignment of special runs to bus drivers shall be done on a fair and equitable basis.

ARTICLE 3
TRAINING PAY — BUS DRIVERS

Upon successful completion of training, those persons employed by MCPS as bus drivers shall receive pay for the number of hours spent in training not to exceed twenty (20) hours. The payment will be based upon the hourly starting rate for bus drivers and will be paid when they attain permanent status.

ARTICLE 4
**MCCSSE REPRESENTATIVE ON
ACCIDENT REVIEW BOARD**

B28
A representative from MCCSSE will become a member of the Accident Review Board.

ARTICLE 5
**DEPOSITING CASH RECEIPTS —
FOOD SERVICES EMPLOYEES**

Time spent by food services employees in depositing food service cash receipts, when so assigned, shall be paid duty time.

ARTICLE 6
**OBSERVER REQUIRED — TECHNICAL
SERVICES ASSISTANTS**

Unless an observer is present, technical services assistants may not climb to high places in performance of their required auditorium duties.

ARTICLE 7
SPECIAL LICENSES

Each unit member required to obtain a Maryland Learner's Permit by MCPS shall be reimbursed at the current rate in the year that requirement is made.

ANNUAL EQUIVALENT INCOME FOR TEN-MONTH CLASSIFICATIONS
(Effective July 1, 1977)

Ten-Month School Secretaries,
Instructional Material Aides

Special Education Aides, Building Monitors, Teacher
Assistants, English Composition Aides, Title I Aides,
Head Start Aides, Head Start Social Services Aides,
Processing Services Employees

(210 Days)

(200 Days)

Hourly Rate	4 Hrs.	6 Hrs.	7 Hrs.	8 Hrs.	Hourly Rate	4 Hr.	5 Hr.	6 Hr.	7 Hr.	8 Hr.
4.29	3603	5405	6306	7207	3.51	2808	3510	4212	4914	5616
4.46	3746	5619	6556	7492	3.65	2920	3650	4380	5110	5840
4.64	3897	5846	6820	7795	3.80	3040	3800	4560	5320	6080
4.84	4065	6098	7114	8131	3.95	3160	3950	4740	5530	6320
5.04	4233	6350	7408	8467	4.12	3296	4120	4944	5768	6592
5.26	4418	6627	7732	8836	4.29	3432	4290	5148	6006	6864
5.48	4603	6904	8055	9206	4.46	3568	4460	5352	6244	7136
5.72	4804	7207	8408	9609	4.64	3712	4640	5568	6496	7424
5.99	5031	7547	8805	10063	4.84	3872	4840	5808	6776	7744
6.29	5283	7925	9246	10567	5.04	4032	5040	6048	7056	8064
6.62	5560	8341	9731	11121	5.26	4208	5260	6312	7364	8416
6.93	5821	8731	10187	11642	5.48	4384	5480	6576	7672	8768
					5.72	4576	5720	6864	8008	9152
					5.99	4792	5990	7188	8386	9584
					6.29	5032	6290	7548	8806	10064
					6.62	5296	6620	7944	9268	10592
					6.93	5544	6930	8316	9702	11088
					7.28	5824	7280	8736	10192	11648

The figures and wages printed here do not constitute a guaranteed annual wage or work year.

ANNUAL EQUIVALENT INCOME FOR TEN-MONTH CLASSIFICATIONS
(Effective July 1, 1977)

Cafeteria Managers and Cafeteria Workers III

(198 Days)

<u>Hourly Rate</u>	<u>6 Hrs.</u>	<u>7 Hrs.</u>	<u>8 Hrs.</u>
\$ 3.95	\$ 4692	\$ 5474	\$ 6256
4.12	4894	5710	6526
4.29	5096	5945	6795
4.46	5298	6181	7064
4.64	5512	6431	7349
4.84	5749	6708	7666
5.04	5987	6985	7983
5.26	6248	7290	8331
5.48	6510	7595	8680
5.72	6795	7927	9060
5.99	7116	8302	9488
6.29	7472	8717	9963
6.62	7864	9175	10482
6.93	8232	9604	10977
7.28	8648	10090	11531
7.65	9088	10602	12117
8.02	9527	11115	12703

The figures and wages printed here do not constitute a guaranteed annual wage or work year.

ANNUAL EQUIVALENT INCOME FOR TEN-MONTH CLASSIFICATIONS
(Effective July 1, 1977)

Cafeteria Workers I

(195 Days)

Bus Operators, Bus Attendants,
Cafeteria Workers II, Permanent Cafeteria Subs

(196 Days)

Hourly Rate	4 Hrs.	5 Hrs.	6 Hrs.	7 Hrs.	Hourly Rate	4 Hrs.	5 Hrs.	6 Hrs.	7 Hrs.	8 Hrs.
\$ 3.37	\$ 2628	\$ 3285	\$ 3942	\$ 4600	\$ 3.37	\$ 2642	\$ 3302	\$ 3963	\$ 4623	\$ 5284
3.51	2737	3422	4106	4791	3.51	2751	3439	4127	4815	5503
3.65	2847	3558	4270	4982	3.65	2861	3577	4292	5007	5723
3.80	2964	3705	4446	5187	3.80	2979	3724	4468	5213	5958
3.95	3081	3851	4621	5391	3.95	3096	3871	4645	5419	6193
4.12	3213	4017	4820	5623	4.12	3230	4037	4845	5652	6460
4.29	3346	4182	5019	5855	4.29	3363	4204	5045	5885	6726
4.46	3478	4348	5218	6087	4.46	3496	4370	5244	6119	6993
4.64	3619	4524	5428	6333	4.64	3637	4547	5456	6366	7275
4.84	3775	4719	5662	6606	4.84	3794	4743	5691	6640	7589
					5.04	3951	4939	5927	6914	7902
					5.26	4123	5154	6185	7216	8247
					5.48	4296	5370	6444	7518	8592
					5.72	4484	5605	6726	7847	8968
					5.99	4696	5870	7044	8218	9392
					6.29	4931	6164	7397	8629	9862
					6.62	5190	6487	7785	9082	10380

The figures and wages printed here do not constitute a guaranteed annual wage or work year.

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*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

O.M.B. No. 44-R0003
App. exp. March 31, 1980

January 15, 1978

Director For Association Relations
Montgomery County Board of Education
850 Hungerford Drive
Rockville, Maryland 20850

JAN 23 1978

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): **covering the Supporting Service Employees with the Montgomery County Education Association.** The agreement we have on file expired June 1977.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin
JULIUS SHISKIN
Commissioner

**PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).**

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 5,000
2. Number and location of establishments covered by agreement MONTGOMERY COUNTY 195 schools
3. Product, service, or type of business PUBLIC EDUCATION
4. If your agreement has been extended, indicate new expiration date JUNE 1980

DON SEDENKA PERSONAL RELATIONS SPEC. 301-279-3511
Your Name and Position Area Code/Telephone Number
850 HUNGERFORD DR. ROCKVILLE, MD 20855
Address City/State/ZIP Code